

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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COURTESY AUTOMOTIVE GROUP, INC.,
dba COURTESY SUBARU OF CHICO,

Plaintiff,

v.

SUBARU OF AMERICA, INC. and DOES
1-50, inclusive,

Defendant.

No. 2:22-cv-00997 WBS DMC

ORDER RE: MOTION FOR LEAVE TO
FILE SECOND AMENDED
COUNTERCLAIM

SUBARU OF AMERICA, INC.,

Counterclaimant,

v.

COURTESY AUTOMOTIVE GROUP, INC.,
dba COURTESY SUBARU OF CHICO,

Counterdefendant.

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The court previously rejected defendant Subaru of America, Inc.'s first amended counterclaim to recover attorneys' fees. (Docket No. 43.) Defendant now moves to file an identical

1 second amended counterclaim. (Docket No. 57.)

2 In a prior order, the court concluded that defendant
3 could not file the counterclaim for attorneys' fees because "it
4 does not allege any effects resulting from Courtesy's alleged
5 breach of the agreement's confidentiality provision; its time to
6 plead a new and different counterclaim by right has long since
7 passed; and it neither sought nor was granted leave to plead the
8 new claim." (Docket No. 55.) The instant motion for leave to
9 file the second amended counterclaim only cures the third defect
10 without addressing the others. The proposed second amended
11 counterclaim is still untimely and still does not allege any
12 effects resulting from Courtesy's alleged breach of the
13 agreement's confidentiality provision.

14 IT IS THEREFORE ORDERED that Subaru's request to file
15 its second amended counterclaim (Docket No. 57) be, and the same
16 hereby is, DENIED.

17 Dated: November 6, 2024



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE